

EXHIBIT 3

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Attorneys for Plaintiff WAYMO LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WAYMO LLC

Plaintiff,

vs.

UBER TECHNOLOGIES, INC.;
OTTOMOTTO, LLC; OTTO TRUCKING
LLC

Defendants.

Case No. 3:17-cv-00939-JCS

**PLAINTIFF WAYMO LLC’S FIRST SET
OF REQUESTS FOR PRODUCTION TO
DEFENDANTS**

Honorable William H. Alsup

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PLAINTIFF’S FIRST SET OF REQUESTS FOR PRODUCTION TO DEFENDANTS
UBER TECHNOLOGIES, INC.; OTTOMOTTO, LLC; AND OTTO TRUCKING LLC

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiff Waymo LLC (“Waymo”) requests that Defendants Uber Technologies, Inc. (“Uber”), Ottomotto, LLC (“Ottomotto”), and Otto Trucking LLC (“Otto Trucking”) (collectively “Defendants”), produce for inspection and copying within thirty days (30) hereof the documents set forth below at the offices

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1 of Quinn Emanuel Urquhart & Sullivan, LLP, 50 California Street, 22nd Floor, San Francisco,
2 California, 94111, or at a place and time as may be agreed to by counsel.

3 **DEFINITIONS**

4 1. “WAYMO” means Waymo LLC and its officers, directors, current and former
5 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf
6 of any of the foregoing, and WAYMO’s affiliates, parents, divisions, joint ventures, licensees,
7 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
8 foreign or domestic, that are owned or controlled by WAYMO, and all predecessors and
9 successors in interest to such entities, and any entity owned in whole or in part by, affiliated with,
10 or controlled in whole or in part by WAYMO.

11 2. “GOOGLE” means Google Inc. and its officers, directors, current and former
12 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf of
13 any of the foregoing, and GOOGLE’s affiliates, parents, divisions, joint ventures, licensees,
14 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
15 foreign or domestic, that are owned or controlled by GOOGLE, and all predecessors and
16 successors in interest to such entities, and any entity owned in whole or in part by, affiliated with,
17 or controlled in whole or in part by GOOGLE.

18 3. “UBER” means Uber Technologies, Inc. and its officers, directors, current and
19 former employees, counsel, agents, consultants, representatives, and any other persons acting on
20 behalf of any of the foregoing, and UBER’s affiliates, parents, divisions, joint ventures, licensees,
21 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
22 foreign or domestic, that are owned or controlled by UBER, and all predecessors and successors in
23 interest to such entities, and any entity owned in whole or in part by, affiliated with, or controlled
24 in whole or in part by UBER.

25 4. “OTTOMOTTO” means Ottomotto LLC and its officers, directors, current and
26 former employees, counsel, agents, consultants, representatives, and any other persons acting on
27 behalf of any of the foregoing, and OTTOMOTTO’s affiliates, parents, divisions, joint ventures,
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1 licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities,
2 whether foreign or domestic, that are owned or controlled by OTTOMOTTO, and all predecessors
3 and successors in interest to such entities, and any entity owned in whole or in part by, affiliated
4 with, or controlled in whole or in part by OTTOMOTTO. For the avoidance of doubt,
5 OTTOMOTTO includes all former names under which OTTOMOTTO operated, including
6 without limitation 280 Systems, Inc., 280 Systems, LLC, and Ottomotto, Inc.

7 5. “OTTO TRUCKING” means Otto Trucking LLC and its officers, directors,
8 current and former employees, counsel, agents, consultants, representatives, and any other persons
9 acting on behalf of any of the foregoing, and OTTO TRUCKING’s affiliates, parents, divisions,
10 joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any
11 other legal entities, whether foreign or domestic, that are owned or controlled by OTTO
12 TRUCKING, and all predecessors and successors in interest to such entities, and any entity owned
13 in whole or in part by, affiliated with, or controlled in whole or in part by OTTO TRUCKING.

14 6. “DEFENDANTS” means UBER, OTTOMOTTO, and OTTO TRUCKING.

15 7. “ODIN WAVE” means Odin Wave, LLC and its officers, directors, current and
16 former employees, counsel, agents, consultants, representatives, and any other persons acting on
17 behalf of any of the foregoing, and ODIN WAVE’s affiliates, parents, divisions, joint ventures,
18 licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities,
19 whether foreign or domestic, that are owned or controlled by ODIN WAVE, and all predecessors
20 and successors in interest, and any entity owned in whole or in part by, affiliated with, or
21 controlled in whole or in part by ODIN WAVE.

22 8. “TYTO” means Tyto Lidar LLC, and its officers, directors, current and former
23 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf of
24 any of the foregoing, and TYTO’s affiliates, parents, divisions, joint ventures, licensees,
25 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
26 foreign or domestic, that are owned or controlled by TYTO, and all predecessors and successors in
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1 interest, and any entity owned in whole or in part by, affiliated with, or controlled in whole or in
2 part by TYTO.

3 9. “LEVANDOWSKI” means Anthony Levandowski.

4 10. “POUCH HOLDINGS” means Pouch Holdings LLC, and its officers, directors,
5 current and former employees, counsel, agents, consultants, representatives, and any other persons
6 acting on behalf of any of the foregoing, and POUCH HOLDING’s affiliates, parents, divisions,
7 joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any
8 other legal entities, whether foreign or domestic, that are owned or controlled by POUCH
9 HOLDINGS, and all predecessors and successors in interest, and any entity owned in whole or in
10 part by, affiliated with, or controlled in whole or in part by POUCH HOLDINGS.

11 11. “DOGWOOD LEASING” means Dogwood Leasing, LLC, and its officers,
12 directors, current and former employees, counsel, agents, consultants, representatives, and any
13 other persons acting on behalf of any of the foregoing, and DOGWOOD LEASING’s affiliates,
14 parents, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in
15 interest, and any other legal entities, whether foreign or domestic, that are owned or controlled by
16 DOGWOOD LEASING, and all predecessors and successors in interest, and any entity owned in
17 whole or in part by, affiliated with, or controlled in whole or in part by DOGWOOD LEASING.

18 12. “APPARATE INTERNATIONAL” means Apparate International C.V., and its
19 officers, directors, current and former employees, counsel, agents, consultants, representatives,
20 and any other persons acting on behalf of any of the foregoing, and APPARATE
21 INTERNATIONAL’s affiliates, parents, divisions, joint ventures, licensees, franchisees, assigns,
22 predecessors and successors in interest, and any other legal entities, whether foreign or domestic,
23 that are owned or controlled by APPARATE INTERNATIONAL, and all predecessors and
24 successors in interest, and any entity owned in whole or in part by, affiliated with, or controlled in
25 whole or in part by APPARATE INTERNATIONAL.

26 13. “STROZ” means Stroz Friedberg, LLC, and its officers, directors, current and
27 former employees, counsel, agents, consultants, representatives, and any other persons acting on

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1 behalf of any of the foregoing, and STROZ’s affiliates, parents, divisions, joint ventures,
 2 licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities,
 3 whether foreign or domestic, that are owned or controlled by STROZ, and all predecessors and
 4 successors in interest, and any entity owned in whole or in part by, affiliated with, or controlled in
 5 whole or in part by STROZ.

6 14. “KSHIRSAGAR” means Sameer Kshirsagar.

7 15. “RADUTA” means Radu Raduta.

8 16. “MISAPPROPRIATED MATERIALS” refers to all GOOGLE and WAYMO
 9 DOCUMENTS and materials, whether digital or physical, and regardless of the manner stored, for
 10 which any current or former employee of DEFENDANTS retained possession, without
 11 authorization of either GOOGLE or WAYMO, after the employee ended his or her employment
 12 with GOOGLE/WAYMO. Without limitation, MISAPPROPRIATED MATERIALS includes at
 13 least: (i) each of the more than 14,000 digital files downloaded by LEVANDOWSKI on or about
 14 December 11, 2015 from the SVN repository; (ii) each file copied by LEVANDOWSKI from his
 15 GOOGLE laptop to an RDF5 USB 3.0 card reader on or about December 14, 2015; (iii) each of
 16 the five files titled: [REDACTED]

17 [REDACTED] that were exported by
 18 LEVANDOWSKI from Google Drive to a personal device on or about January 4, 2016; (iv) the
 19 file titled: Chauffer TL weekly updates – Q4 2015 exported by LEVANDOWSKI from Google
 20 Drive to a personal device on or about January 11, 2016; (v) the file titled [REDACTED]
 21 [REDACTED] that was exported by LEVANDOWSKI from Google Drive to a personal device on or
 22 about November 19, 2016; (vi) the file titled [REDACTED] that was exported
 23 by LEVANDOWSKI from Google Drive to a personal device on or about November 4, 2016;
 24 each of the five files titled: [REDACTED]

25 [REDACTED]
 26 [REDACTED] that were exported by KSHIRSAGAR from Google Drive in or around June and July
 27 2016; (vii) each of the three files titled: [REDACTED]

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1 [REDACTED] that were exported by RADUTA from Google Drive on
2 or around July 28, 2016.

3 17. “LiDAR” means Light Detection and Ranging.

4 18. “DOCUMENTS” shall INCLUDE, without limitation, all written, graphic or
5 otherwise recorded material, INCLUDING without limitation, electronically stored information
6 regardless of the form of storage medium, microfilms or other film records or impressions, tape
7 recordings or computer cards, floppy disks or printouts, any and all papers, photographs, films,
8 recordings, memoranda, books, records, accounts, communications, letters, telegrams,
9 correspondence, notes of meetings, notes of conversations, notes of telephone calls, inter-office
10 memoranda or written communications of any nature, recordings of conversations either in
11 writings or upon any mechanical or electrical recording devices, INCLUDING e-mail, notes,
12 papers, reports, analyses, invoices, canceled checks or check stubs, receipts, minutes of meetings,
13 time sheets, diaries, desk calendars, ledgers, schedules, licenses, financial statements, telephone
14 bills, logs, and any differing versions of any of the foregoing, whether so denominated, formal,
15 informal or otherwise, as well as copies of the foregoing which differ in any way, INCLUDING
16 by the addition of handwritten notations or other written or printed matter of any nature, from the
17 original. The foregoing specifically INCLUDES information stored in a computer database and
18 capable of being generated in documentary form, such as electronic mail, text messages (i.e., SMS
19 messages), other electronic messages including messages sent or received via Slack, WhatsApp,
20 Google Hangouts, Facebook Messenger, and the like.

21 19. “COMMUNICATIONS” shall mean, without limitation, any transmission,
22 conveyance or exchange of a word, statement, fact, thing, idea, DOCUMENT, instruction,
23 information, demand or question by any medium, whether by written, oral or other means,
24 including but not limited to, electronic communications and electronic mail (“e-mail”).

25 20. “THING” means any tangible object, other than a DOCUMENT.

26 21. “PERSON” means to any individual, corporation, proprietorship, association, joint
27 venture, company, partnership or other business or legal entity, including governmental bodies and

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1 agencies. The masculine includes the feminine and vice versa; the singular includes the plural and
2 vice versa.

3 22. “REGARDING,” shall mean relating to, referring to, mentioning, reflecting,
4 pertaining to, evidencing, involving, describing, discussing, commenting on, embodying,
5 responding to, supporting, contradicting, or constituting (in whole or in part), as the context makes
6 appropriate.

7 23. “INCLUDE” and “INCLUDING” shall mean including without limitation.

8 24. Use of the singular also INCLUDES the plural and vice-versa.

9 25. The words “or” and “and” shall be read in the conjunctive and in the disjunctive
10 wherever they appear, and neither of these words shall be interpreted to limit the scope of these
11 Requests for Production.

12 26. The use of a verb in any tense shall be construed as the use of the verb in all other
13 tenses.

14 27. The term “any” shall include “all” and “all” shall include “any.”

15 **INSTRUCTIONS**

16 The following instructions shall apply to each of the Requests herein:

17 1. In answering the following Requests, furnish all available information, including
18 information in the possession, custody or control of any of DEFENDANTS’ attorneys, directors,
19 officers, agents, employees, representatives, associates, investigators, divisions, affiliates,
20 partnerships, parents, subsidiaries and PERSONS under DEFENDANTS’ control, who have the
21 best knowledge, not merely information known to DEFENDANTS based on DEFENDANTS own
22 personal knowledge. If DEFENDANTS cannot fully respond to the following Requests after
23 exercising due diligence to secure the information requested thereby, so state, and specify the
24 portion of each Request that cannot be responded to fully and completely. In the latter event, state
25 what efforts were made to obtain the requested information and the facts relied upon that support
26 the contention that the Request cannot be answered fully and completely; and state what
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1 knowledge, information or belief DEFENDANTS have concerning the unanswered portion of any
2 such Request.

3 2. All documents must be produced in accordance with the requirements of Federal
4 Rule of Civil Procedure 34(b).

5 3. Electronic records and computerized information shall be produced in an
6 intelligible format, together with a description of the system from which they were derived
7 sufficient to permit rendering the records and information intelligible.

8 4. Selection of documents from the files and other sources and the numbering of such
9 documents shall be performed in such a manner as to ensure that the source of each document can
10 be determined.

11 5. File folders with tabs or labels or directories of files identifying documents shall be
12 produced intact with such documents.

13 6. Documents attached to each other shall not be separated. All documents that
14 respond, in whole or in part, to any portion of any request shall be produced in their entirety,
15 including all addenda, appendices, attachments and enclosures.

16 7. If DEFENDANTS’ response to a particular Request is a statement that
17 DEFENDANTS lack the ability to comply with that Request, DEFENDANTS shall specify
18 whether the inability to comply is because the particular item or category of information never
19 existed, has been destroyed, has been lost, misplaced or stolen, or has never been, or is no longer
20 in DEFENDANTS’ possession, custody or control, in which case DEFENDANTS shall identify
21 the name and address of any person or entity known or believed by DEFENDANTS to have
22 possession, custody or control of that information or category of information.

23 8. DEFENDANTS’ obligation to respond to these Requests is continuing, and their
24 responses are to be supplemented to include subsequently acquired information in accordance with
25 the requirements of Rule 26(e) of the Federal Rules of Civil Procedure.
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DOCUMENT REQUESTS

REQUEST FOR PRODUCTION NO. 1:

All agreements between STROZ and any DEFENDANT REGARDING LEVANDOWSKI, Lior Ron, OTTO, OTTOMOTTO, GOOGLE, WAYMO, or the MISAPPROPRIATED MATERIALS.

REQUEST FOR PRODUCTION NO. 2:

All DOCUMENTS and COMMUNICATIONS REGARDING agreements between STROZ and any DEFENDANT REGARDING LEVANDOWSKI, Lior Ron, OTTO, OTTOMOTTO, GOOGLE, WAYMO, or the MISAPPROPRIATED MATERIALS.

REQUEST FOR PRODUCTION NO. 3:

All agreements between STROZ and LEVANDOWSKI.

REQUEST FOR PRODUCTION NO. 4:

All DOCUMENTS and COMMUNICATIONS REGARDING agreements between STROZ and LEVANDOWSKI.

REQUEST FOR PRODUCTION NO. 5:

All agreements between LEVANDOWSKI and any DEFENDANT.

REQUEST FOR PRODUCTION NO. 6:

All DOCUMENTS and COMMUNICATIONS REGARDING agreements between LEVANDOWSKI and any DEFENDANT.

REQUEST FOR PRODUCTION NO. 7:

All agreements between UBER, on the one hand, and OTTOMOTTO and/or OTTO TRUCKING, on the other.

REQUEST FOR PRODUCTION NO. 8:

All DOCUMENTS and COMMUNICATIONS REGARDING agreements between UBER and OTTOMOTTO and/or OTTO TRUCKING.

REQUEST FOR PRODUCTION NO. 9:

All agreements between OTTOMOTTO and OTTO TRUCKING.

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REQUEST FOR PRODUCTION NO. 10:

All DOCUMENTS and COMMUNICATIONS REGARDING agreements between OTTOMOTTO and OTTO TRUCKING.

REQUEST FOR PRODUCTION NO. 11:

DOCUMENTS sufficient to show the relationship between OTTOMOTTO and OTTO TRUCKING.

REQUEST FOR PRODUCTION NO. 12:

DOCUMENTS sufficient to show the relationship between UBER and OTTO TRUCKING.

REQUEST FOR PRODUCTION NO. 13:

All agreements between LEVANDOWSKI and TYTO and/or ODIN WAVE.

REQUEST FOR PRODUCTION NO. 14:

All DOCUMENTS and COMMUNICATIONS REGARDING agreements between LEVANDOWSKI and TYTO and/or ODIN WAVE.

REQUEST FOR PRODUCTION NO. 15:

DOCUMENTS sufficient to show the relationship between LEVANDOWSKI and TYTO and/or ODIN WAVE.

REQUEST FOR PRODUCTION NO. 16:

All agreements between LEVANDOWSKI and DOGWOOD LEASING, POUCH HOLDINGS, and/or APPARATE INTERNATIONAL.

REQUEST FOR PRODUCTION NO. 17:

DOCUMENTS sufficient to show the relationship between LEVANDOWSKI and DOGWOOD LEASING, POUCH HOLDINGS, and/or APPARATE INTERNATIONAL.

REQUEST FOR PRODUCTION NO. 18:

All DOCUMENTS and COMMUNICATIONS REGARDING agreements between LEVANDOWSKI and DOGWOOD LEASING, POUCH HOLDINGS, and/or APPARATE INTERNATIONAL.

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REQUEST FOR PRODUCTION NO. 19:

All agreements between any DEFENDANT and TYTO and/or ODIN WAVE.

REQUEST FOR PRODUCTION NO. 20:

All DOCUMENTS and COMMUNICATIONS REGARDING agreements between any DEFENDANT and TYTO and/or ODIN WAVE.

REQUEST FOR PRODUCTION NO. 21:

DOCUMENTS sufficient to show the relationship between any DEFENDANT and TYTO and/or ODIN WAVE.

REQUEST FOR PRODUCTION NO. 22:

All agreements between any DEFENDANT and DOGWOOD LEASING, POUCH HOLDINGS, and/or APPARATE INTERNATIONAL.

REQUEST FOR PRODUCTION NO. 23:

All DOCUMENTS and COMMUNICATIONS REGARDING agreements between any DEFENDANT and DOGWOOD LEASING, POUCH HOLDINGS, and/or APPARATE INTERNATIONAL.

REQUEST FOR PRODUCTION NO. 24:

All agreements between TYTO and/or ODIN WAVE, on the one hand, and DOGWOOD LEASING, POUCH HOLDINGS, and/or APPARATE INTERNATIONAL, on the other.

REQUEST FOR PRODUCTION NO. 25:

All DOCUMENTS and COMMUNICATIONS REGARDING agreements between TYTO and/or ODIN WAVE, on the one hand, and DOGWOOD LEASING, POUCH HOLDINGS, and/or APPARATE INTERNATIONAL, on the other.

REQUEST FOR PRODUCTION NO. 26:

DOCUMENTS sufficient to show the relationship between TYTO and/or ODIN WAVE, on the one hand, and DOGWOOD LEASING, POUCH HOLDINGS, and/or APPARATE INTERNATIONAL, on the other.

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REQUEST FOR PRODUCTION NO. 27:

DOCUMENTS sufficient to show the reasons behind UBER’s decision to acquire OTTOMOTTO.

REQUEST FOR PRODUCTION NO. 28:

All DOCUMENTS and COMMUNICATIONS REGARDING UBER’s due diligence of OTTOMOTTO.

REQUEST FOR PRODUCTION NO. 29:

All DOCUMENTS and COMMUNICATIONS REGARDING negotiations over UBER’s acquisition of OTTOMOTTO.

REQUEST FOR PRODUCTION NO. 30:

All DOCUMENTS REGARDING any consulting work by LEVANDOWSKI for UBER before August 18, 2016.

REQUEST FOR PRODUCTION NO. 31:

All COMMUNICATIONS between LEVANDOWSKI and UBER before August 18, 2016.

REQUEST FOR PRODUCTION NO. 32:

All DOCUMENTS and COMMUNICATIONS REGARDING work performed by OTTOMOTTO, OTTO TRUCKING, ODIN WAVE, and/or TYTO for UBER before August 18, 2016.

REQUEST FOR PRODUCTION NO. 33:

All DOCUMENTS and COMMUNICATIONS REGARDING work performed by APPARATE INTERNATIONAL, POUCH HOLDINGS, and/or DOGWOOD LEASING for UBER before August 18, 2016.

REQUEST FOR PRODUCTION NO. 34:

DOCUMENTS sufficient to show the reasons behind OTTOMOTTO’s decision to acquire TYTO and/or ODIN WAVE.

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REQUEST FOR PRODUCTION NO. 35:

All DOCUMENTS and COMMUNICATIONS REGARDING OTTOMOTTO’s due diligence of TYTO and/or ODIN WAVE.

REQUEST FOR PRODUCTION NO. 36:

All DOCUMENTS and COMMUNICATIONS REGARDING UBER’s due diligence of TYTO and/or ODIN WAVE.

REQUEST FOR PRODUCTION NO. 37:

All DOCUMENTS and COMMUNICATIONS REGARDING negotiations over OTTOMOTTO’s acquisition of TYTO and/or ODIN WAVE.

REQUEST FOR PRODUCTION NO. 38:

All DOCUMENTS and COMMUNICATIONS REGARDING negotiations over UBER’s potential acquisition of TYTO and/or ODIN WAVE.

REQUEST FOR PRODUCTION NO. 39:

The “Mutual Non-Disclosure Agreement, dated as of February 1, 2016,” (referred to in Dkt. 147-1, paragraph 17), and any amendments thereto.

REQUEST FOR PRODUCTION NO. 40:

All DOCUMENTS and COMMUNICATIONS REGARDING the “Mutual Non-Disclosure Agreement, dated as of February 1, 2016,” (referred to in Dkt. 147-1, paragraph 17), and any amendments thereto.

REQUEST FOR PRODUCTION NO. 41:

The [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] (referred to in UBER00016410), and any amendments thereto.

REQUEST FOR PRODUCTION NO. 42:

All DOCUMENTS and COMMUNICATIONS REGARDING the [REDACTED]
[REDACTED]

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1 [REDACTED] (referred to in UBER00016410), and any amendments
2 thereto.

3 **REQUEST FOR PRODUCTION NO. 43:**

4 The “Merger Agreement entered into among Ottomotto, the Company and certain other
5 parties thereto as of April 11, 2016” (referred to in UBER00016410), and any amendments
6 thereto.

7 **REQUEST FOR PRODUCTION NO. 44:**

8 All DOCUMENTS and COMMUNICATIONS REGARDING the “Merger Agreement
9 entered into among Ottomotto, the Company and certain other parties thereto as of April 11, 2016”
10 (referred to in UBER00016410), and any amendments thereto.

11 **REQUEST FOR PRODUCTION NO. 45:**

12 All COMMUNICATIONS between any DEFENDANT and TYTO and/or ODIN WAVE.

13 **REQUEST FOR PRODUCTION NO. 46:**

14 All COMMUNICATIONS between any DEFENDANT and DOGWOOD LEASING.

15 **REQUEST FOR PRODUCTION NO. 47:**

16 All COMMUNICATIONS between any DEFENDANT and APPARATE
17 INTERNATIONAL.

18 **REQUEST FOR PRODUCTION NO. 48:**

19 All COMMUNICATIONS between any DEFENDANT and POUCH HOLDINGS.

20 **REQUEST FOR PRODUCTION NO. 49:**

21 All COMMUNICATIONS between LEVANDOWSKI and TYTO and/or ODIN WAVE
22 prior to OTTOMOTTO’S acquisition of TYTO and/or ODIN WAVE.

23 **REQUEST FOR PRODUCTION NO. 50:**

24 DOCUMENTS sufficient to show the identity of any PERSON with an ownership interest
25 in OTTOMOTTO, at any time, and the amount of that PERSON’s ownership interest.

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REQUEST FOR PRODUCTION NO. 51:

DOCUMENTS sufficient to show the identity of any PERSON with an ownership interest in OTTO TRUCKING, at any time, and the amount of that PERSON’s ownership interest.

REQUEST FOR PRODUCTION NO. 52:

DOCUMENTS sufficient to show the identity of any PERSON with an ownership interest in TYTO at any time, and the amount of that PERSON’s ownership interest.

REQUEST FOR PRODUCTION NO. 53:

DOCUMENTS sufficient to show the identity of any PERSON with an ownership interest in ODIN WAVE, at any time, and the amount of that PERSON’s ownership interest.

REQUEST FOR PRODUCTION NO. 54:

All DOCUMENTS and COMMUNICATIONS REGARDING the ownership of and/or relationship between ODIN WAVE, TYTO, APPARATE INTERNATIONAL, DOGWOOD LEASING, and/or POUCH HOLDINGS.

REQUEST FOR PRODUCTION NO. 55:

All business formation DOCUMENTS, business plans, and solicitations of investment capital for OTTOMOTTO.

REQUEST FOR PRODUCTION NO. 56:

All DOCUMENTS and COMMUNICATIONS REGARDING the formation of OTTOMOTTO.

REQUEST FOR PRODUCTION NO. 57:

All business formation DOCUMENTS, business plans, and solicitations of investment capital for OTTO TRUCKING.

REQUEST FOR PRODUCTION NO. 58:

All DOCUMENTS and COMMUNICATIONS REGARDING the formation of OTTO TRUCKING.

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REQUEST FOR PRODUCTION NO. 59:

All business formation DOCUMENTS, business plans, and solicitations of investment capital for TYTO and/or ODIN WAVE.

REQUEST FOR PRODUCTION NO. 60:

All DOCUMENTS and COMMUNICATIONS REGARDING the formation of TYTO and/or ODIN WAVE.

REQUEST FOR PRODUCTION NO. 61:

All business formation DOCUMENTS, business plans, and solicitations of investment capital for APPARATE INTERNATIONAL, DOGWOOD LEASING, and/or POUCH HOLDINGS

REQUEST FOR PRODUCTION NO. 62:

All DOCUMENTS and COMMUNICATIONS REGARDING the formation of APPARATE INTERNATIONAL, DOGWOOD LEASING, and/or POUCH HOLDINGS.

REQUEST FOR PRODUCTION NO. 63:

DOCUMENTS sufficient to identify all current and former officers, employees, contractors, and consultants of ODIN WAVE and/or TYTO, and the title and/or role of each such officer, employee, contractor, and consultant.

REQUEST FOR PRODUCTION NO. 64:

DOCUMENTS sufficient to identify all current and former officers, employees, contractors, and consultants of OTTOMOTTO, and the title and/or role of each such officer, employee, contractor, and consultant.

REQUEST FOR PRODUCTION NO. 65:

DOCUMENTS sufficient to identify all current and former officers, employees, contractors, and consultants of OTTO TRUCKING, and the title and/or role of each such officer, employee, contractor, and consultant.

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REQUEST FOR PRODUCTION NO. 66:

All DOCUMENTS and COMMUNICATIONS REGARDING the “forensic analysis” referred to in entry nos. 7-10 and 17 of DEFENDANTS’ privilege log, INCLUDING but not limited to all underlying forensic data related to that analysis.

REQUEST FOR PRODUCTION NO. 67:

STROZ’s August 5, 2016 due diligence report, including all exhibits, attachments, and appendices thereto.

REQUEST FOR PRODUCTION NO. 68:

All DOCUMENTS and COMMUNICATIONS REGARDING the attestations that DEFENDANTS first required employees to sign in April 2016 (referred to in the Declaration of Rhian Morgan, paragraphs 13-16).

REQUEST FOR PRODUCTION NO. 69:

All versions of any employment agreements, confidentiality agreements, assignment agreements, or other agreements that DEFENDANTS require or have ever required employees to execute as a condition of employment, including the dates during which DEFENDANTS required each version to be executed.

REQUEST FOR PRODUCTION NO. 70:

All executed Employee Attestations, Employee Invention Assignment and Confidentiality Agreements, and Offer Letters (referred to by the Declaration of Rhian Morgan, paragraphs 5-16), for any former employee of WAYMO or its corporate affiliates.

REQUEST FOR PRODUCTION NO. 71:

DOCUMENTS sufficient to show the measures taken by DEFENDANTS to ensure that former employees of WAYMO or its corporate affiliates hired by DEFENDANTS did not retain confidential WAYMO information.

REQUEST FOR PRODUCTION NO. 72:

All DOCUMENTS REGARDING DEFENDANTS’ policies regarding employees’ use of personal computers or other devices while working at or for DEFENDANTS.

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REQUEST FOR PRODUCTION NO. 73:

All DOCUMENTS AND COMMUNICATIONS REGARDING the MISAPPROPRIATED MATERIALS, INCLUDING but not limited to (i) DOCUMENTS containing any information derived from the MISAPPROPRIATED MATERIALS, (ii) any electronic media that contains or contained the MISAPPROPRIATED MATERIALS, and (iii) any DOCUMENTS REGARDING any meetings or discussions REGARDING the substance of the MISAPPROPRIATED MATERIALS outside of WAYMO.

REQUEST FOR PRODUCTION NO. 74:

DOCUMENTS sufficient to show the number of times LEVANDOWSKI has accessed any of DEFENDANTS' servers or networks (INCLUDING but not limited to [REDACTED])

Git repository, and any Wi-Fi network provided by DEFENDANTS at any of their offices) from a personal device.

REQUEST FOR PRODUCTION NO. 75:

All DOCUMENTS and COMMUNICATIONS REGARDING the “forensic examination” of KSHIRSAGAR’s personal phone, work-issued phone, and work-issued laptop (referred to in the Declaration of Sameer Kshirsagar).

REQUEST FOR PRODUCTION NO. 76:

DOCUMENTS sufficient to show the hit counts for each of the Court-ordered 135 search terms (120 proposed by DEFENDANTS, and 15 proposed by WAYMO) for each custodial (e.g., LEVANDOWSKI) and non-custodial (e.g., Git repository) source encompassed by the Court's Order After Hearing Re Discovery Letter Dated April 3, 2017, with a per-term, per-source level of specificity.

REQUEST FOR PRODUCTION NO. 77:

All DOCUMENTS and COMMUNICATIONS REGARDING any consideration of an ethical wall or policy regarding LEVANDOWSKI's participation or input into DEFENDANTS'

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1 LiDAR designs or other self-driving car technology, and REGARDING the reasons for any such
2 policy.

3 **REQUEST FOR PRODUCTION NO. 78:**

4 All side letter agreements between any DEFENDANT and any founder of OTTOMOTTO,
5 including any amendment thereto.

6 **REQUEST FOR PRODUCTION NO. 79:**

7 All DOCUMENTS and COMMUNICATIONS REGARDING any side letter agreements
8 between any DEFENDANT and any founder of OTTOMOTTO, including any amendment
9 thereto.

10 **REQUEST FOR PRODUCTION NO. 80:**

11 All employment agreements between any DEFENDANT and any founder of
12 OTTOMOTTO, including any amendment thereto.

13 **REQUEST FOR PRODUCTION NO. 81:**

14 All DOCUMENTS and COMMUNICATIONS REGARDING any employment
15 agreements between any DEFENDANT and any founder of OTTOMOTTO, including any
16 amendment thereto.

17 **REQUEST FOR PRODUCTION NO. 82:**

18 All consulting agreements between any DEFENDANT and any founder of OTTOMOTTO,
19 including any amendment thereto.

20 **REQUEST FOR PRODUCTION NO. 83:**

21 All DOCUMENTS and COMMUNICATIONS REGARDING any consulting agreements
22 between any DEFENDANT and any founder of OTTOMOTTO, including any amendment
23 thereto.

24 **REQUEST FOR PRODUCTION NO. 84:**

25 All compensation-related agreements between any DEFENDANT and any founder of
26 OTTOMOTTO, including any amendment thereto.

27 **REQUEST FOR PRODUCTION NO. 85:**

28 01980-00104/9267690.1

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1 All DOCUMENTS and COMMUNICATIONS REGARDING any compensation-related
2 agreements between any DEFENDANT and any founder of OTTOMOTTO, including any
3 amendment thereto.

4 **REQUEST FOR PRODUCTION NO. 86:**

5 All DOCUMENTS cited by and/or referred to by DEFENDANTS in their Opposition to
6 Motion to Compel (Dkt. 369) and supporting declarations thereto.

7 **REQUEST FOR PRODUCTION NO. 87:**

8 All DOCUMENTS provided to STROZ by DEFENDANTS or LEVANDOWSKI
9 REGARDING LEVANDOWSKI, Lior Ron, OTTO, OTTOMOTTO, GOOGLE, WAYMO, or the
10 MISAPPROPRIATED MATERIALS

11 **REQUEST FOR PRODUCTION NO. 88:**

12 DOCUMENTS sufficient to show all PERSONS other than UBER that negotiated with
13 OTTOMOTTO and/or OTTO TRUCKING REGARDING a potential acquisition.

14 **REQUEST FOR PRODUCTION NO. 89:**

15 All DOCUMENTS and COMMUNICATIONS REGARDING negotiations between
16 OTTOMOTTO and/or OTTO TRUCKING, on the one hand, and PERSONS other than UBER, on
17 the other, REGARDING a potential acquisition of OTTOMOTTO and/or OTTO TRUCKING.

18 **REQUEST FOR PRODUCTION NO. 90:**

19 DOCUMENTS sufficient to show all of LEVANDOWSKI’s past and present “Authorized
20 Devices” (as that term is defined in UBER00006444, Section 7), INCLUDING (without
21 limitation) all of LEVANDOWSKI’s “Uber Devices” (Section 7.1) and “Non-Uber Devices”
22 (Sections 7.1 and 7.2).

23 **REQUEST FOR PRODUCTION NO. 91:**

24 All DOCUMENTS AND COMMUNICATIONS REGARDING any of
25 LEVANDOWSKI’s past and present “Authorized Devices” (as that term is defined in
26 UBER00006444, Section 7), INCLUDING (without limitation) any request for approval in
27

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1 connection with Section 7.2 or any de-authorization (whether contemplated or effecutated) under
2 Section 7.3.

3
4 DATED: May 9, 2017

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

5
6
7 By: /s/ Charles K. Verhoeven
Charles K. Verhoeven
8 Attorneys for Plaintiff WAYMO LLC.
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PROOF OF SERVICE

I, James D. Judah, am employed in the County of San Francisco, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 50 California Street, 22nd Floor, San Francisco, California 94111-4788.

On May 9, 2017, I served true copies of the following document(s) described as “Plaintiff’s First Set of Requests for Production to Defendants Uber Technologies, Inc.; Ottomotto, LLC; and Otto Trucking LLC” on the interested parties in this action as follows:

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BY ELECTRONIC MAIL TRANSMISSION: by electronic mail transmission from
jamesjudah@quinnemanuel.com on May 9, 2017, by transmitting a PDF format copy of such
document(s) to each such person at the e mail address listed above. The document(s) was/were
transmitted by electronic transmission and such transmission was reported as complete and
without error.

Executed on May 9, 2017, at San Francisco, California.

/s/ James D. Judah
James D. Judah